

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529
www.mt.gov/doa/ppd/index.htm

T.C. #425-N

TEMPORARY SERVICES

CONTRACT PERIOD	FROM	AUGUST 26, 1996	CONTRACT YEAR	NEW (XX) 2 YEAR
	TO	AUGUST 25, 1998		RENEW ()
VENDOR ADDRESS	SEE PAGES 7 - 10		ORDER ADDRESS	SEE PAGES 7 - 10
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

PRICES ➤ REFERENCE PAGES 7, 8, 9 & 10
DELIVERY ➤ AS REQUESTED
F.O.B. ➤ DESTINATION
TERMS ➤ NET

REMARKS:

NYLA J. JOHNSON, Contracts Manager

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

TEMPORARY SERVICES

1.0 INTRODUCTION

1.1 SCOPE

This contract provides various state agencies, including the Department of Administration, Department of Commerce, Department of Labor and Industry, Department of Justice, the Department of Fish, Wildlife and Parks, Department of Natural Resources, Department of Military Affairs, and the Department of Revenue (herein referred to as State), the ability to hire temporary workers as needed through Temporary Services Contractors. The State reserves the right to add or delete agencies as required. Agencies shall utilize this contract upon expiration of their current contract(s).

The *intent* of this contract is to provide state agencies with a streamlined means of procuring temporary workers. However, the State does not guarantee quantities or usage. It is the individual agencies responsibility to comply with the terms of the contract.

This contract is available in Billings, Butte, Bozeman, Great Falls, Helena, Kalispell, Miles City and Missoula, as identified on pages 6, 7 & 8.

The State is actively involved in welfare reform and encourages the contractor to hire participants in the FAIM (Families Achieving Independence in Montana) program.

1.2 CONTRACT TERM/RENEWAL

The term of this contract shall be from August 26, 1996 through August 25, 1998.

This contract may, upon mutual agreement between the parties and according to the terms listed below, be extended in one (1) year intervals for a period not to exceed five (5) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a seven (7) year period.

NOTE: Price adjustments may be negotiated prior to the beginning of the extension periods only, and only if agreed to by both the contractor and the State of Montana. Any price adjustments shall be based upon the current appropriate Consumer Price Index. If the price adjustment is allowed, those prices shall remain in effect for the entire contract extension period.

2.0 GENERAL CONTRACT REQUIREMENTS

2.1 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for the State of Montana. Neither the Contractor nor any of its employees are employees under this contract nor will they be considered employees of the State of Montana under any amendment to this contract.

2.2 WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR'S EXEMPTION

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with 39-71-

TEMPORARY SERVICES

120/401/405, Montana Code Annotated. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

2.3 ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents access to any records necessary to determine if the contract has been complied with. (Reference 18-1-118, MCA) The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

2.4 HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

2.5 INSURANCE REQUIREMENTS

The contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The contractor must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$300,000 per claim and \$600,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

This certificate MUST name the State of Montana as an additional insured under the contractors' policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages has been filed with the Purchasing Bureau.

2.6 VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Reference 18-1-401, MCA)

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2.7 ASSIGNMENT AND SUBCONTRACTING

The parties agree there will be no assignment or transfer of this agreement, or of any interest in this agreement, unless both parties agree in writing. The parties agree that no services required under this agreement may be performed under subcontract unless both parties agree in writing.

2.8 MONTANA PRODUCT PREFERENCE

In performing its duties under any agreement, the contractor shall use products, materials, supplies, and equipment manufactured or produced in Montana by Montana industry and labor if such products, materials, equipment and supplies are comparable in price, quality and performance.

2.9 LIQUIDATED DAMAGES

The State of Montana reserves the right to assess liquidated damages in the amount of one half of one percent (½ of 1%) per calendar day on the amount of contract price for failure to comply with the conditions of award. This sum may be deducted from supplier payment for failure to deliver/performance when specified. No premium will be awarded to the supplier for delivery/performance in advance of the specified time.

2.10 CONTRACT TERMINATION

The State, by written notice to the contractor, may at any time immediately terminate the whole or any part of the contract when the contractor fails to:

1. perform the services within the time limits specified in this contract;
2. perform any requirement of this contract;
3. perform its contractual duties or responsibilities specified in the standards of contractor performance defined in the contract; or
4. comply with any law, regulation or licensure and certification requirement.

The State at its discretion may terminate at any time the whole or any part of this contract or modify the terms of the contract if federal or state funding for the contract is reduced or terminated for any reason.

3.0 OBJECTIVES OF THE PROJECT/QUALIFICATIONS OF CONTRACTOR

The provision of private clerical services should enable state agencies to concentrate on other areas of concern, such as general program implementation, and enable them to maintain operation standards. The general guidelines applicable to the contractor are as follows:

- A. The contractor must be a temporary services contractor as defined In 39-71-116(32), MCA.
- B. The temporary worker shall be an employee of the contractor, not an employee of the State of Montana. (Ref. 39-71-116(29), MCA.)
- C. The contractor shall provide workers who possess the skills and abilities necessary to successfully complete the duties assigned by the State.

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- D. The contractor shall retain the responsibility for payroll and accounting for all required withholding for the temporary worker(s), including, but not limited to:
1. federal, state and social security taxes;
 2. federal and state unemployment insurance;
 3. worker's compensation;
 4. all monthly, quarterly, and annual government and insurance reports;
 5. calculate, print, and distribute employee's W-2 forms; and
 6. mandatory child support deductions.
- E. Upon submission of the contractor's requested verification of hours worked by the temporary workers, the contractor shall invoice the designated agency at regular intervals for payment of contracted services rendered.
- F. The State retains the right to refuse an unsatisfactory worker, and the contractor shall guarantee a satisfactory replacement at no charge to the State. The contractor must provide a replacement worker within one (1) working day of notification.
- G. The State shall have the right to immediately release a temporary worker unable to satisfactorily perform assigned duties at any time and the contractor shall replace that worker for the duration of the contract.
- H. The contractor shall be informed of the rules and policies of the State agencies and provide workers who are familiar with and can comply with them.
- I. The temporary worker may be required to work up to eight (8) hours each day. On rare occasions, the worker may be required to work weekends or a holiday. This may be negotiated with the contractor.
- J. The contractor shall inform the worker that the State will not reimburse the worker for parking expenses.
- K. Transcription duties may be required on-site or at the contractor's location as office space may not be available in all locations.
- L. The contractor shall encourage employment opportunities for qualified FAIM (Families Achieving Independence in Montana) program participants.
- M. Temporary workers will be assigned various tasks with the majority of work to be general clerical duties. The four specific types of workers that may be required are: limited experience clerical, experienced clerical, advanced word processing and legal transcription/stenographer.
- N. The contractor must place workers with one (1) working day of requests by the agencies.
- O. The contractor must have a fully functional office, open during regular business days of a minimum of Monday through Friday, 8 am to 5 pm, to provide the support necessary for performance of the services required.
- P. Temporary workers shall be provided to the requesting agency/department for a maximum of 3 months or 480 hours, as required. (State agencies should utilize the modified FTE process for longer term temporary

TEMPORARY SERVICES

employment requirements.)

- Q. The contractor must provide on a semi-annual basis, contract usage reports indicating the total dollars spent for each position identified and by each agency. These reports must be provided to the Purchasing Bureau at no cost to the State. Failure to provide these reports may result in contract cancellation.

3.0 AGENCY RESPONSIBILITIES

- 3.1 Each agency will designate liaison(s) in each area to be responsible for the request and authorization of temporary services. The liaison will provide ample notice prior to requiring services.
- 3.2 The individual agencies will supply temporary workers with a data entry terminal, office equipment, supplies, and other similar and related items necessary to perform the assigned tasks, except for requiring the contractor to supply recording/transcription equipment when unavailable from the State.

TEMPORARY SERVICES**4.0 FEES**

1. Limited Experience Clerical - An individual with less than twelve months of experience who will perform copying, filing, receptionist duties and be required to do minimal typing and has some office experience.

BILLINGS

(OR)

Express Personnel
Contact: Mary Beth Brazil
(406) 252-5050
\$7.87 / hour

Manpower Temporary Services
Contact: Debra Raye
(406) 652-9401
\$7.71 / hour

HELENA

(OR)

Express Personnel
Contact: Lynne Johnson
(406) 442-7501
\$7.87 / hour

Western Staff Services
Contact: Julie Stinchfield
(406) 443-7169
\$8.38 / hour

GREAT FALLS, MISSOULA, BUTTE, BOZEMAN, KALISPELL AND MILES CITY

Express Personnel
Contact: Lynne Johnson
(406) 442-7501
\$7.87 / hour

2. Experienced Clerical - An individual with one to two years of experience who has worked with modern copiers, telephone systems and has some word processing experience. This individual will perform data entry, some word processing and general clerical/receptionist duties, bookkeeping duties, and has at least one year of office experience. Data entry will include enter and transfer of data, from existing data bases, medical records, shipment invoices, quarterly reports, demographic reports, etc.

It is **mandatory** that data entry made from confidential files **remain confidential**.

BILLINGS

(OR)

Express Personnel
Contact: Mary Beth Brazil

Manpower Temporary Services
Contact: Debra Raye

TEMPORARY SERVICES

(406) 252-5050
\$8.74 / hour

(406) 652-9401
\$8.05 / hour

HELENA

(OR)

Express Personnel
Contact: Lynne Johnson
(406) 442-7501
\$8.74 / hour

Western Staff Services
Contact: Julie Stinchfield
(406) 443-7169
\$9.08 / hour

GREAT FALLS, MISSOULA, BUTTE, BOZEMAN, KALISPELL AND MILES CITY

Express Personnel
Contact: Lynne Johnson
(406) 442-7501
\$8.74 / hour

3. Advanced Word Processing - An individual with a minimum of two years of computer experience. Knowledge in WordPerfect 5.1 or WordPerfect and Lotus 1-2-3 in a windows 3.1 environment needed.

BILLINGS

(OR)

Express Personnel
Contact: Mary Beth Brazil
(406) 252-5050
\$9.76 / hour

Manpower Temporary Services
Contact: Debra Raye
(406) 652-9401
\$8.38 / hour

HELENA

(OR)

Express Personnel
Contact: Lynne Johnson
(406) 442-7501
\$9.76 / hour

Western Staff Services
Contact: Julie Stinchfield
(406) 443-7169
\$9.94 / hour

GREAT FALLS, MISSOULA, BUTTE, BOZEMAN, KALISPELL AND MILES CITY

Express Personnel
Contact: Lynne Johnson
(406) 442-7501

TEMPORARY SERVICES

\$9.76 / hour

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4. **Legal Transcription/Stenographer** - An individual who can transcribe tapes of hearings and other transcription services as may be required. This person may also be required to provide stenographer services as well. The individual will provide a typed, correctly formatted, grammatically correct, etc., copy of each hearing/meeting within a time period mutually agreed upon at the time that the tapes are picked up. It is **mandatory** that transcription services defined as confidential, remain confidential.

BILLINGS

(OR)

Express Personnel
Contact: Mary Beth Brazil
(406) 252-5050
\$10.41 / hour

Manpower Temporary Services
Contact: Debra Raye
(406) 652-9401
\$9.05 / hour

HELENA

(OR)

Express Personnel
Contact: Lynne Johnson
(406) 442-7501
\$10.41 / hour

Western Staff Services
Contact: Julie Stinchfield
(406) 443-7169
\$11.08 / hour

GREAT FALLS, MISSOULA, BUTTE, BOZEMAN, KALISPELL AND MILES CITY

Express Personnel
Contact: Lynne Johnson
(406) 442-7501
\$10.41 / hour

NOTE: Hourly or per job rates for any other specialty positions or positions not identified within this contract may be negotiated between the agencies and the contractor. Also, the State agencies may negotiate hourly or per job rates for temporary workers needed in other locations not identified within this contract. If unable to agree on an hourly rate to be charged for these positions, the State may procure the services elsewhere.

June 16, 1997

STATE OF MONTANA
TERM CONTRACT ADDENDUM
T.C. # 425-N
TEMPORARY SERVICES

ADDENDUM NO. 1

To All Agencies:

Please make the following addition to the above referenced "Term Contract":

“Pursuant to Section 1.1, the Department of Public Health & Human Services, is being added to this contract, effective 07/01/97.”

All other terms of the subject Term Contract #425-N are to remain as previously stated.

Sincerely,

NYLA J. JOHNSON
Contracts Manager